

- (d) adjudication of Mortgagors as bankrupt, written admission by Mortgagors of an inability to pay the debts of Mortgagors as they mature, assignment of the assets of Mortgagors for the benefit of creditors, request or petition by Mortgagors for the appointment of a receiver, trustee or conservator of the assets of Mortgagors or for reorganization or liquidation of Mortgagors, or acquiescence by Mortgagors to any such request or petition made by another person.

9. REMEDIES. Upon the occurrence of a Default as hereinabove defined, Mortgagee may, without notice to Mortgagors, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. At the foreclosure Mortgagee shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to Mortgagee in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Mortgagee simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised.

10. APPOINTMENT OF RECEIVER. Upon the occurrence of a Default as hereinabove defined Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums in insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Mortgagors as lessor or landlord of the Property and then to the sums secured by this Mortgage. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagors, anyone claiming under or through Mortgagors, or anyone having an interest in the Property by reason of anything done or left undone by Mortgagors under this paragraph. If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, Mortgagee, at its sole option, may advance moneys to meet the costs. Any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagors to Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagors agree in writing to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagors requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Notes unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagors under applicable law. The entering upon and taking and maintaining of control of the Property by